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IV 2436989

INTERNAL AFFAIRS BUREAU

INVESTIGATIVE SUMMARY

IV 2436989

SUBJECT: **JASON DIAZ**
[redacted] #[redacted]

DATE / TIME OF INCIDENT: **SEPTEMBER 30, 2017 / 1618 hours**

ALLEGATIONS:

It is alleged Deputy Jason Diaz, [redacted] (hereafter referred to as Subject Diaz), while off duty, punched his wife, Deputy [redacted] (hereafter referred to as Witness [redacted]), in the face in front of their minor children, while on vacation in Lake Arrowhead.

SYNOPSIS:

Subject Diaz and Witness [redacted] are married and [redacted] together. Witness [redacted] has [redacted] from a previous marriage. On September 29, 2017, the couple took their [redacted] to Lake Arrowhead. The couple rented a two story cabin at the Saddleback Inn, in the city of Lake Arrowhead, room 33. On September 30, 2017, in the early afternoon hours, the couple walked with their family down the street to the Lake Arrowhead Village for Oktoberfest. Subject Diaz and Witness [redacted] both consumed several beers while attending Oktoberfest. The couple began to argue. Witness [redacted] took the [redacted] and returned to the cabin. Subject Diaz returned shortly thereafter.

The couple resumed their argument. Witness [redacted] began to pack her belongings in an attempt to leave. Subject Diaz grabbed the car keys and walked toward the door. Witness [redacted] quickly followed behind him and grabbed Subject Diaz by the collar of his t-shirt. Subject Diaz turned around and punched Witness [redacted] in the right eye one time. Witness [redacted] fell backward onto the floor. [redacted] were present during the altercation. Witness [redacted], who is [redacted] years of age, called 911 **[EXHIBIT A]**. The [redacted] year old [redacted] told the 911 dispatcher he saw his [redacted] Subject Diaz) punch his [redacted] (Witness [redacted] in the face. The couple then retreated to the master bedroom.

San Bernardino County Sheriff's Deputy [redacted] (hereafter referred to as Witness [redacted] and Sergeant [redacted] (hereafter referred to

as Witness [redacted] from the Twin Peaks Station, arrived on scene. The deputies knocked and made announcements on the rental cabin for approximately ten (10) minutes before Witness [redacted]) year old [redacted] opened the door. He whispered to Witness [redacted] that both his [redacted] were sheriff's deputies and they were located in the master bedroom. Subject Diaz exited the master bedroom and was detained by Witness [redacted] while Witness [redacted] conducted an interview with Witness [redacted] and the children. Witness [redacted] had swelling and bruising to her right eye and was physically upset.

Witness [redacted] told Witness [redacted] Subject Diaz punched her in the face. Two (2) of the [redacted] also told Witness [redacted] they witnessed Subject Diaz punch Witness [redacted] in the face. Witness [redacted] told Witness [redacted] she did not open the door when they arrived because Subject Diaz threatened to kill himself if she opened the door.

Both Witness [redacted] and Witness [redacted] were wearing an audio recording device during their contact with the Witness [redacted] and Subject Diaz. Therefore, all statements were recorded **[EXHIBIT B].**

Subject Diaz was arrested for felony domestic violence (273.5(a) Penal Code). Subject Diaz denied punching Witness [redacted] to Witness [redacted] The incident was documented under case number 051701627, dated September 30, 2017, authored by Witness [redacted] and a supplemental report written by Witness [redacted] **[EXHIBIT C].**

On December 17, 2017, the criminal case against Subject Diaz held a pre-trial hearing at the Superior Court of San Bernardino, under case MSB17015492 **[EXHIBIT D]**. Supervising Deputy District Attorney [redacted] (hereafter referred to as Witness [redacted] was assisting with the case. Witness [redacted] and Victim Advocate [redacted] (hereafter referred to as Witness [redacted] sat with Witness [redacted] to discuss the details of the case. At that time, Witness [redacted] recanted the series of events which transpired between Subject Diaz and herself. Witness [redacted] told Witness [redacted] Subject Diaz did not intentionally strike her (Witness [redacted]). Witness [redacted] explained Subject Diaz fell backward onto her, accidently striking her in the face with his left elbow. Witness [redacted] also denied Subject Diaz told her he wanted to kill himself. Witness [redacted] advised Witness [redacted] of the audio recording with Witness [redacted] Witness [redacted] stated the police report written by Witness [redacted] was not accurate. Due to the fact Witness [redacted] was recanting her story, Witness [redacted] dismissed the case against Subject Diaz on April 27, 2018, under case MSB17015492 **[EXHIBIT D]**.

> **IAB Note: Concerned with Witness [redacted] and Subject Diaz' conduct during the scope of a criminal investigation, Witness [redacted] contacted Los Angeles County Sheriff's Department, Metrolink Bureau, Captain Karl Schow, [redacted], to report the suspected misconduct. Captain Schow relayed the information to Century Regional Detention Facility's (CRDF) Captain Diana Gealta, [redacted], on May 4, 2018. Captain Gealta told Internal Affairs Bureau (IAB) investigators she**

consulted with Division Chief Christy Guyovich, [redacted], and it was decided not to make Witness [redacted] a subject at that time.

INVESTIGATION:

911 Call – September 30, 2017

Subject Diaz' [redacted] year old [redacted] called 911. The [redacted] year old [redacted] whispered to dispatch that he was hiding in the closet awaiting deputies' arrival. [redacted] ([redacted]) year old [redacted] said, *"My [redacted] punched my [redacted] in the face. My [redacted] needs medical attention"* **[EXHIBIT A].**

IAB investigators interviewed the below personnel and witnesses. The following is a summary of their interviews. For more information and precise wording, see the attached verbatim interview transcriptions.

Witness Deputy [redacted]

On August 20, 2018, IAB investigators conducted an interview with Witness [redacted] in San Bernardino County.

Witness [redacted] is a deputy sheriff with the San Bernardino County Sheriff's Department and he was stationed at the Twin Peaks Station at the time of this incident. Witness [redacted] said he received a domestic disturbance call at the Saddleback Inn, room 33, in the city of Lake Arrowhead. When he arrived at the location, he turned on his digital belt audio recorder **[EXHIBHIT B, Witness [redacted]** Witness [redacted] responded to room 33 and knocked on the door and announced himself for several minutes. Witness [redacted] arrived on scene shortly thereafter. Witness [redacted] and Witness [redacted] made announcements for approximately ten (10) minutes, pounding on every window and door to the location. There was no movement inside the small stand-alone cabin. Finally, a [redacted] ([redacted] year old male opened the door for the deputies. The [redacted] ([redacted]) year old whispered to Witness [redacted] that both his [redacted] were deputies. Witness [redacted] advised the [redacted] ([redacted]) year old [redacted] to take his other [redacted] upstairs while he contacted Witness [redacted] and Subject Diaz.

Subject Diaz came out of the master bedroom wearing shorts and no shirt. Subject Diaz said that he had been sleeping and did not hear the officer's knocking. Witness [redacted] was locked inside the master bathroom. Subject Diaz was cooperative and walked outside with Witness [redacted] while Witness [redacted] attempted to make contact with Witness [redacted]

Witness [redacted] opened the bathroom door for Witness [redacted] Witness [redacted] was crying and appeared physically upset. Witness [redacted] could see redness and swelling to Witness [redacted] right eye and cheek. It appeared as though Witness [redacted] had tried to

cover the mark with makeup. Witness [redacted] told Witness [redacted] Subject Diaz had punched her in the face causing the bruising and swelling to her face.

Witness [redacted] went on to say the couple had been in Lake Arrowhead to attend Oktoberfest at the Lake Arrowhead Village. The couple drank several beers. Subject Diaz started acting bizarre and the couple began to argue. They returned to the Saddleback Inn where the arguing continued. Witness [redacted] began to pack her clothing and Subject Diaz took the car keys and began to walk out the door. Witness [redacted] felt she would be stranded if Subject Diaz left with their only vehicle. So Witness [redacted] followed behind him and grabbed the back of his shirt. Subject Diaz turned around and punched her in the left eye. Witness [redacted] fell backward onto the floor.

Witness [redacted] told Witness [redacted] she believed her oldest [redacted] who is [redacted]) years old, witnessed the punch and then called the police. Witness [redacted] ran back to the master bedroom where she locked herself in the bathroom. Witness [redacted] said she heard Witness [redacted] and Witness [redacted] knocking on the front door; however, Subject Diaz threatened if she were to open the door, he would kill himself.

Witness [redacted] interviewed the [redacted]. The [redacted] ([redacted] year old [redacted] said he saw Subject Diaz punch Witness [redacted] in the face and then she fell to the floor. As a second [redacted] was coming down the stairs, they saw Witness [redacted] on the floor but did not see Subject Diaz punch her. The other [redacted] did not see the incident but did hear the arguing. Witness [redacted] said all the [redacted] looked physically upset.

Witness [redacted] took photographs of Witness [redacted]' injuries **[EXHIBIT E].** Witness [redacted] placed Subject Diaz under arrest for felony spousal assault, violation of 273.5(a) P.C. Witness [redacted] read Subject Diaz his Miranda rights. Subject Diaz stated he understood his rights and agreed to speak with Witness [redacted] without an attorney present. Subject Diaz told Witness [redacted] an argument between himself and Witness [redacted] ensued while they were at Oktoberfest and escalated when they returned to the Saddleback Inn. He said the argument got out of hand but never became physical.

During the booking process, Witness [redacted] took photographs of Subject Diaz **[EXHIBIT E].** Subject Diaz did not have any injuries or marks on his person. Witness [redacted] said Subject Diaz was professional and cooperative throughout the booking process.

Witness [redacted] said both deputies had their firearms in the master bedroom at the time of the incident; however, the firearms were put away in a dresser drawer.

Belt Audio Recording (Witness [redacted]

2:08 – Witness [redacted] started knocking on the door of the cabin.

11:58 – [redacted] year old [redacted] answered the door and whispered.

12:31 – Subject Diaz opened the bedroom door.

13:00 – Witness [redacted] is heard crying.

13:10 – Witness [redacted] said, "He turned around and punched me in the face".

13:48 – Witness [redacted] said, "Yes", the [redacted] saw.

19:33 – Witness [redacted] said, "All of a sudden he just turned around and socked me and I just fell".

20:27 – Witness [redacted] said, "It just felt like he hit my eye cause he has a bigger fist than I do. It just feels really puffy right now".

23:00 – Witness [redacted] asked Witness [redacted] "Did you hear us knocking?" Witness [redacted] replied, "Yes. Because he was telling me if you open the door, I'm going to kill myself. I was afraid he might try to do something to me too. Kept hearing you guys knocking".

25:13 – Witness [redacted] asked Subject Diaz to tell his side of the story. Subject Diaz said, it was "just a dumb argument".

36:08 – Witness [redacted] read Subject Diaz his Miranda Rights. Subject Diaz waived his Miranda Rights. Subject Diaz, said again, "The only thing I will say Sir, that it was a verbal argument and that's that".

36:51- Witness [redacted] asked Subject Diaz if any of the [redacted] were going to say they saw something different. Subject Diaz responded, "No. Absolutely not!"

45:53 – Witness [redacted] to the children, "Did anyone see what happened?" Several of the [redacted] said, "Yes".

46:14 – [redacted] year old [redacted] said, "Yeah, I saw. He hit her and she fell to the ground. He hit her in the face".

47:09 – Witness [redacted] esponded, "You saw Jason, your [redacted], punch your [redacted]?" The [redacted] years old [redacted] said, "Yeah".

Witness Sergeant [redacted]

On August 21, 2018, IAB investigators conducted a telephonic interview with Witness [redacted]

Witness [redacted] is a sergeant with the San Bernardino County Sheriff's Department and was the station watch commander at Twin Peaks Station at the time of this incident.

Witness [redacted] said Witness [redacted] was the first deputy on scene and broadcasted information that he was knocking on the door and was not getting an answer. He went on to say, that due to the fact that the call for service involved an off-duty deputy, Witness [redacted] decided to respond.

Witness [redacted] stated prior to his promotion to [redacted], he was a member of the San Bernardino County Sheriff's Department SWAT team and knew the importance of making notice prior to entering a residence. Witness [redacted] and Witness [redacted] made loud vigorous announcements and banged on all the windows and doors of the cabin with their flashlights in hand. Witness [redacted] said it was his concern that if an off duty deputy was involved in the altercation, there was a good likelihood he would be armed.

After ten (10) minutes of knocking on the door and making announcements, Witness [redacted] relayed to their dispatch to re-contact the reporting party which was the [redacted] ([redacted] year old [redacted] Dispatch was able to re-contact the juvenile and the juvenile opened the door for them. Once inside, Witness [redacted] and Witness [redacted] continued to announce their presence.

The [redacted] ([redacted] year old [redacted] pointed at a door directly opposite of the front entrance door and indicated that his [redacted] and [redacted] were in that room. Witness [redacted] told the [redacted]) year old [redacted] to take his [redacted] upstairs. Witness [redacted] then opened the bedroom door. Subject Diaz was standing behind the door. Witness [redacted] asked Subject Diaz to step outside with him. Subject Diaz cooperated.

Subject Diaz and Witness [redacted] spoke briefly while Witness [redacted] spoke with Witness [redacted] and the [redacted] inside. During that time, Subject Diaz told Witness [redacted] that he and Witness [redacted] were both deputies with the Los Angeles County Sheriff's Department. Subject Diaz further explained they were visiting Lake Arrowhead to participate in the Oktoberfest festivities at the Lake Arrowhead Village. Subject Diaz told Witness [redacted] that while they were at Oktoberfest, Witness [redacted] and Subject Diaz got into an argument, which escalated and got out of control. Subject Diaz said the argument was "really bad" but never became physical.

Witness [redacted] described Subject Diaz' demeanor as groggy, as if he was either asleep or heavily intoxicated; however, he was compliant and cooperative. Witness [redacted] could smell alcohol emitting from Subject Diaz breath and person. Witness [redacted] did not observe any injuries on Subject Diaz.

Witness [redacted] placed Subject Diaz under arrest for felony domestic violence. Out of professional courtesy, Subject Diaz was not handcuffed in front of his [redacted] He was handcuffed while inside the backseat of the patrol vehicle. At no time did Subject Diaz ask for any special privileges due to his peace officer status.

Witness [redacted] asked Witness [redacted] to speak with her watch commander at CRDF. During his brief contact with Witness [redacted], Witness [redacted] saw a bruise underneath her right eye.

Witness [redacted] explained that his department issued a small digital audio recorder that a deputy can attach to their belt or wear in their shirt pocket. Witness [redacted] was

wearing his belt audio recorder when he responded to the call for service on September 30, 2017 **[EXHIBIT B, Witness [redacted]**

Belt Audio Recording (Witness [redacted]

10:21 – Subject Diaz said, "Both my wife and I are sheriff deputies".

10:30 – Subject Diaz said, "I'm a deputy with LA county sheriffs. There is a gun in the cabinet".

11:08 – Witness [redacted] asked Subject Diaz, "So was this verbal, nothing physical?" Subject Diaz responded, "Yeah, we, we, we go into when we, at the village. We were drinking. And then we got into an argument. On the way back, my wife got really upset and we started arguing. She locked herself in the restroom…She is upset at me and that's it".

11:58 - Witness [redacted] asked Subject Diaz, "Did you guys hear us knocking and stuff? Banging on the windows?" Subject Diaz responded, "Honestly, I was freaking asleep, not until you guys really started pounding, I heard somebody freaking opening the door and that's when I really came to".

12:13 - Subject Diaz said, "I had about three (3) beers".

16:02 – Witness [redacted] asked Subject Diaz, "So it was just a verbal argument?" Subject Diaz replied, "Yeah".

17:03 – Subject Diaz said, "Honestly, it was just an argument. It got to the point where she wanted to leave and I just wanted to leave the facility…and that was basically it.

17:30 – Subject Diaz continued, "She started crying. And then she ran to the restroom and closed the door".

17:50 – Subject Diaz said, "I ended up sleeping on the bed there".

18:10 – Subject Diaz stated, "Honestly, it was a bad argument. It was a bad argument".

24:38 – Subject Diaz stated again, "It was just a really bad argument".

25:15 – "Basically, I called her a cunt, and I shouldn't have", Subject Diaz told Witness [redacted]

25:56 – Witness [redacted] old Subject Diaz, "Do you know how she got that mark under her eye? She is saying that you punched her"? Subject Diaz said, "No. She has a mark? No, no, no, no, no, no, absolutely not. Oh my God".

Witness San Bernardino County Deputy District Attorney [redacted]

On June 20, 2018, IAB investigators interviewed Witness Deputy District Attorney [redacted] at the San Bernardino District Attorney's Office.

Witness [redacted] told IAB investigators during an interview with Witness [redacted], in December of 2017, Witness [redacted] recanted the series of events that she had told Witness [redacted] and Witness [redacted] Witness [redacted] told Witness [redacted] Subject Diaz had struck her "accidently" while he was falling backward from Witness [redacted] pulling at the back of his t-shirt. Witness [redacted] also stated Witness [redacted] denied telling Witness [redacted] Subject Diaz threatened to kill himself. Based on the above statements, Witness [redacted] felt she could not proceed with the criminal charges against Subject Diaz and dismissed the case on April 27, 2018. Witness [redacted] expressed her concerns of "Brady issues" to the Los Angeles County Sheriff's Departments' command staff.

Witness San Bernardino County Victim Advocate [redacted]

On June 20, 2018, IAB investigators interviewed Witness Victim Advocate [redacted] Witness [redacted] stated she was present in the room when Witness [redacted] conducted an interview with Witness [redacted] Witness [redacted] confirmed Witness [redacted] told Witness [redacted] that Subject Diaz struck her "accidently." Witness [redacted] stated Witness [redacted] seemed more concerned about protecting Subject Diaz than herself.

Witness [redacted]

On October 12, 2018, IAB investigators conducted an interview with Witness [redacted] at CRDF.

Witness [redacted] told investigators Subject Diaz and herself had been married for approximately four (4) years and had [redacted] together and Witness [redacted] had [redacted] from a previous marriage.

On September 29, 2017, the couple had taken the [redacted] to Lake Arrowhead for a weekend getaway. The couple had rented a cabin at the Saddleback Inn, in Lake Arrowhead, within walking distance to the Lake Arrowhead Village. On September 30, 2017, the couple and the [redacted] walked to the village where the town was holding an Oktoberfest festival.

Both Subject Diaz and Witness [redacted] drank several beers while at Oktoberfest. Witness [redacted] said Subject Diaz began to "act silly" and she became irritated with him. Witness [redacted] wanted to take the [redacted] to get ice cream but Subject Diaz bought another beer instead. The couple walked with the children back to the cabin. Witness [redacted] began to pack their belongings and planned on leaving due to Subject Diaz' demeanor.

Witness [redacted] said Subject Diaz took the car keys and locked himself in the master bathroom. Witness [redacted] banged on the door asking him what he was doing. Subject Diaz then "bolted" from the bathroom and walked straight for the car. Witness [redacted] said her first reaction was that she needed to stop Subject Diaz from driving away in the vehicle because he had been drinking.

Witness [redacted] said she followed behind him and when she reached the apex of the front door she grabbed the back of Subject Diaz' t-shirt. Witness [redacted] said she heard the t-shirt begin to rip. Witness [redacted] said everything happened so fast after that, before she knew it, she was on the floor. Witness [redacted] proceeded to say, Subject Diaz swung his arm around and accidently struck her in the face. Witness [redacted] said she never saw Subject Diaz strike her.

Witness [redacted] said she never told the responding deputy sheriff's that Subject Diaz ever struck her and that the police report was incorrect. IAB investigators advised Witness [redacted] the responding deputies were wearing a belt audio recording device at the time of the incident. Witness [redacted] stated she knew they were wearing an audio recording device and she adamantly denied telling Witness [redacted] that Subject Diaz punched her in the face. Witness [redacted] maintained that the incident was an accident.

At that point, IAB investigators concluded the interview and contacted Chief Guyovich for further advisement. Chief Guyovich decided to make Witness [redacted] a subject due to the possible policy violations.

On December 13, 2018, IAB investigators conducted a subject interview with Witness [redacted] Witness [redacted] was read her subject rights and given the Lybarger Warning. Witness [redacted] proceeded to tell IAB investigators the couple drank several beers on September 30, 2017, while at Oktoberfest. Subject Diaz continued to consume alcohol which upset Witness [redacted] The couple began to argue. They decided to return to their cabin due to them fighting. The couple continued to argue while in the master bedroom of the cabin. Subject Diaz elevated the argument by cursing at Witness [redacted].

Witness [redacted] said she began to pack her belongings into a suitcase. Subject Diaz took the car keys and locked himself inside the master bathroom. Witness [redacted] was pounding on the door. Subject Diaz ignored her.

Witness [redacted] said after a few moments, Subject Diaz rushed out of the bathroom and walked straight toward the front door. Witness [redacted] panicked because Subject Diaz had been drinking and followed behind him. Witness [redacted] said in an attempt to stop him from leaving, she grabbed the back of his shirt and pulled the collar. Witness [redacted] could hear the t-shirt ripping. Witness [redacted] said Subject Diaz turned around and punched her in the face. Witness [redacted] added that she quickly got up from the floor and could see the [redacted]. Witness [redacted] rushed to the master bathroom and locked the door. Witness [redacted] said she was in shock and disappointed in Subject Diaz.

Witness [redacted] said Subject Diaz followed behind her and began apologizing through the closed bathroom door. Witness [redacted] said she heard San Bernardino County deputies knocking on the front door but did not open the door for them because Subject Diaz told her if she did he would kill himself. At the time of the incident, Witness [redacted] said she was afraid of Subject Diaz. Witness [redacted] said she was surprised to hear Subject Diaz say that he would kill himself because he had never said anything like that to her before.

The next day, on October 1, 2017, Witness [redacted] said she took a "selfie" of her face indicating a bruise forming underneath her right eye. A copy of the "selfie" photograph is attached as **EXHIBIT F**.

Witness [redacted] stated Subject Diaz had a court date in December of 2017. Subject Diaz had obtained an attorney to represent him in his criminal proceedings. At the request of the attorney, Witness [redacted] met with Subject Diaz' attorney at her home. Witness [redacted] stated the attorney advised her to "cover up" for Subject Diaz. Therefore, when Witness [redacted] spoke with the San Bernardino County Deputy District Attorney Witness [redacted] Witness [redacted] lied about Subject Diaz intentionally punching her in the face in order to save Subject Diaz' job. The attorney advised Witness [redacted] to say it was an accident only. Witness [redacted] stated she knew in her heart that lying to Witness [redacted] was wrong.

> **IAB Note: On January 09, 2019, IAB investigators received an order from Chief Dempsey to remove Witness [redacted] from subject status; however, she was to remain as a witness on the case.**

Subject Jason Diaz

On December 17, 2018, IAB investigators conducted an interview with Subject Diaz at the IAB offices in the city of Commerce.

Subject Diaz stated he was involved in a use of force several months prior to September of 2017. Subject Diaz suffered an injury which required him to be at home resting for several months. Subject Diaz said he began to drink alcohol heavily during that time.

On September 30, 2017, Subject Diaz and Witness [redacted] walked with their children to the Oktoberfest festival from their weekend hotel room in the city of Lake Arrowhead. Subject Diaz and Witness [redacted] began to consume several beers. Subject Diaz stated the beers were of German decent and held more alcohol content than he was used to consuming. Subject Diaz said within the few hours they were at the Oktoberfest, he became "drunk."

The couple returned to their room in the mid-afternoon, where they began to argue. Subject Diaz did not remember what the argument was about. Witness [redacted] began to pack her clothing into a suitcase. Subject Diaz said he became concerned because she had been drinking and he did not want her to drive. Subject Diaz saw the car keys and

took them. Subject Diaz then walked toward the front door. Subject Diaz' intention was to walk to the nearby McDonald's to get something to eat. Witness [redacted] followed behind Subject Diaz. Subject Diaz said Witness [redacted] grabbed the back of his t-shirt and he could hear his t-shirt ripping.

Subject Diaz said out of impulse, he turned his body to the left and extended his left arm, while thrusting his left fist in a backward motion with full force. When he did this, Subject Diaz struck Witness [redacted] n the face and she fell to the floor. Witness [redacted] quickly got up from the floor and ran into the master bedroom. Subject Diaz glanced up and saw several of the [redacted] standing at the foot of the stairwell. Subject Diaz told the [redacted] to return upstairs while he checked on Witness [redacted]

Witness [redacted] had locked herself in the restroom. Subject Diaz said he immediately felt sorry for striking Witness [redacted] Subject Diaz said the strike was not intentional. Subject Diaz began to plead with Witness [redacted] to open the restroom door so he could apologize to her face.

After several minutes of pleading with Witness [redacted] to exit the restroom to no avail, Subject Diaz heard the announcements of sheriff's deputies. Subject Diaz said he panicked and told Witness [redacted] he would kill himself if she were to open the door for the sheriff's deputies. Subject Diaz said he feared he would be arrested and lose his job. Subject Diaz said he did not mean the comment in a literal sense, he was being "over dramatic."

Subject Diaz said he then fell asleep on the bed until he heard the sheriff's deputies knocking on the master bedroom door. Subject Diaz opened the bedroom door for the deputies and walked outside with Witness [redacted]

Subject Diaz said he told the deputies he did not strike Witness [redacted] and that they had a heated verbal argument only. Subject Diaz was then arrested for felony spousal assault. Subject Diaz said he was cooperative during the booking process.

Subject Diaz said his private attorney, Roy Diaz, asked to speak with Witness [redacted] prior to his court appearance in December 2017. Roy Diaz came to their home and spoke with Witness [redacted]. Subject Diaz said Roy Diaz advised Witness [redacted] it would be better for the both of them if Witness [redacted] told Witness [redacted] the incident was an accident and unintentional.

Subject Diaz said himself and Witness [redacted] had several discussions about the incident and decided Witness [redacted] would tell Witness [redacted] a different version of events.

Subject Diaz said he is very regretful of all the events that transpired from that day. Subject Diaz attended and completed anger-management classes, as well as attended fifty (50) hours of Alcoholics Anonymous (AA) classes.

IAB Note: **Subject Diaz wrote a letter of apology which he gave to IAB investigators to submit with this case [Miscellaneous Documents].**



OFFICE OF THE SHERIFF



COUNTY OF LOS ANGELES
HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF

April 24, 2019

Deputy Jason R. Diaz, #[redacted]

Dear Deputy Diaz:

LETTER OF INTENT

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business May 28, 2019.

An investigation under IAB File Number IV2436989, conducted by Internal Affairs Bureau, coupled with your own statements, have established the following:

1. That in violation of Manual of Policy and Procedures Section 3-01/030.05, General Behavior; and/or 3-01/030.06, Disorderly Conduct; and/or 3-01/050.30, Off-Duty Incidents, and/or 3-01/030.16, Family Violence, on or about September 30, 2017, while off-duty, you failed to maintain a level of moral conduct in keeping with the highest standards of law enforcement personnel, and/or engaged in behavior which caused the Department to be brought into disrepute, and/or demonstrated a pattern of undesirable and/or unprofessional behavior, as evidenced by, but not limited to:

a. [redacted] in a physical altercation with [redacted] during an argument; and/or,

b. being involved in a physical altercation with [redacted] causing bruising and swelling to her right eye and cheek; and/or

c. failing to de-escalate and/or remove yourself from a domestic violence incident; and/or,

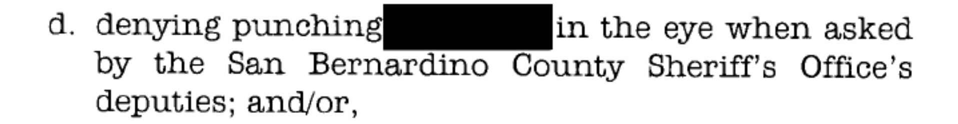
d. being named as a suspect and arrested for 273.5(a) CPC, Inflict Corporal Injury on Spouse/Cohabitant, under San Bernardino Sheriff's Office Report Number 051701627.

2. That in violation of Manual of Policy and Procedures Section 3-01/040.85, Cooperation During a Criminal Investigation; and/or 3-01/040.76, Obstructing an Investigation/Influencing a Witness, on/or about September 30, 2017, you failed to fully cooperate and/or interfered with the San Bernardino County Sheriff's Office during a criminal investigation, and/or knowingly gave untruthful, and/or misleading statements during such criminal investigation, as evidenced by:

a. ignoring repeated commands by the San Bernardino County Sheriff's Department to open the door to your vacation rental for their lawful purpose to conduct a domestic violence investigation; and/or,

b. telling [redacted] if she opened the door for deputies you would "kill yourself;" and/or,

c. telling San Bernardino Sheriff's Office's deputies you and [redacted] only had a "verbal argument," when in fact you had a physical altercation; and/or,



d. denying punching [redacted] in the eye when asked by the San Bernardino County Sheriff's Office's deputies; and/or,

e. discussing your criminal case with [redacted] numerous times, encouraging her to change her story and/or resulting in the hindrance and/or dismissal of the criminal case.

3. That in violation of Manual of Policy and Procedures Sections 3-01/040.69, Honesty Policy; and/or 3-01/040.70, Dishonesty/False Statements; and/or 3-01/040.75 Dishonesty/Failure to Make Statements, and/or Making False Statements During Departmental Internal Investigations, on or about December 17, 2018, you provided false, and/or misleading, and/or incomplete statements during your recorded interview; as evidenced, but not limited to:

   a. stating "No, no, no, no, no, no." when asked if you intended to punch [redacted] on September 30, 2017; and/or,

   b. telling San Bernardino County Sheriff's personnel on September 30, 2017 that you and [redacted] only had a verbal argument; which is different from what you told Internal Affairs Bureau Investigators on October 17, 2017 when you said that there was physical contact between you and [redacted] but your actions were unintentional.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief James J. Hellmold, on May 28, 2019, at 1000 hours, in his office, which is located at 211 West Temple Street, 7th floor, Los Angeles, California 90012. If you are unable to appear at the scheduled time and wish

to schedule some other time prior to May 28, 2019, for your oral response, please call Chief Hellmold's secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Chief Hellmold's secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Hellmold's office no later than May 28, 2019.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave, which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

ALEX VILLANUEVA, SHERIFF

Josie S. Woolum, Captain
Internal Affairs Bureau

JSW:JBD:jd
(Professional Standards and Training Division – Internal Affairs Bureau)

IAB FILE NO. IV2436989

Attachments

c: James J. Hellmold, Chief, Special Operations Division
Georgette Burgess, Departmental Employee Relations Representative, Employee Relations Unit
Jennifer B. Deadmond, Operations Assistant I, Internal Affairs Bureau
Vince Vasquez, Operations Assistant I, Advocacy Unit

(C Y

THIS SETTLEMENT AGREEMENT SHALL BE A CALIFORNIA EVIDENCE CODE SECTION 1152 OFFER OF COMPROMISE AND IT SHALL HAVE NO FORCE OR EFFECT UNLESS AND UNTIL DATED AND SIGNED BY ALL PARTIES AND THEIR ATTORNEYS OF RECORD

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (hereinafter referred to as "AGREEMENT") is entered into between the County of Los Angeles, by and through the Los Angeles County Sheriff's Department (collectively hereinafter referred to as "COUNTY"), and Jason Diaz, Employee Number [redacted] (hereinafter referred to as "DEPUTY DIAZ"). The COUNTY and DEPUTY DIAZ are collectively referred to herein as the "PARTIES."

RECITALS

DEPUTY DIAZ was employed by the COUNTY on May 1, 2003.

On April 24, 2019, DEPUTY DIAZ was served with a Letter of Intent advising DEPUTY DIAZ of the COUNTY's proposed decision to DISCHARGE DEPUTY DIAZ from employment as a DEPUTY SHERIFF, based on acts and/or omissions described therein and the attachments thereto, including Internal Affairs Bureau investigation ("IAB") No. IV2436989.

On May 28, 2019, DEPUTY DIAZ and his representative were scheduled for a "Skelly" meeting pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d.194 and the County's Civil Service Rules.

On July 9, 2019, DEPUTY DIAZ was served with a Letter of Imposition effectuating the discharge and the last day for which DEPUTY DIAZ received compensation was July 8, 2019.

WHEREAS, the parties wish to finally settle and compromise all disputes and controversies existing between the County and DEPUTY DIAZ arising out of the matters described in the April 24, 2019, Letter of Intent, the July 9, 2019, Letter of Imposition and/or arising from any other facts or causes existing prior to the execution date of this AGREEMENT, whether known or unknown, including without limitation, those described in more detail hereafter.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants set forth below, the PARTIES agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth in this AGREEMENT are true and correct and are hereby fully incorporated by reference into this AGREEMENT.

2. **No Precedent.** This AGREEMENT is in no way intended, and shall in no way be construed, to restrict rights guaranteed to the COUNTY under local, state or federal law, rule, policy or agreement, or to establish a precedent in this or any other matter, now or in the future.

3. **No Admission of Liability.** This AGREEMENT shall not in any way be construed as an admission by the COUNTY or DEPUTY DIAZ of any unlawful or wrongful acts or other liability whatsoever against each other or against any other person. The COUNTY and DEPUTY DIAZ specifically disclaim any liability to, or wrongful acts against each other or against any other person on the part of themselves, any related person or any related predecessor corporation or its or their agents, representatives or successors in interest and assigns.

4. **Consideration.** The PARTIES agree that, in consideration of DEPUTY DIAZ'S promises as set forth in this AGREEMENT, the COUNTY and DEPUTY DIAZ will perform the following acts on or after the effective date of this AGREEMENT:

a. **Resignation in Lieu of Dismissal**. In lieu of discharge, the COUNTY will allow DEPUTY DIAZ to resign effective the close of business on July 8, 2019. DEPUTY DIAZ understands, agrees, and acknowledges that upon execution of this AGREEMENT and it becoming binding on the parties, he will be deemed to have resigned from the position of DEPUTY SHERIFF, Item No. 2708A. The resignation notice attached to this AGREEMENT as Exhibit "A" will also be placed in DEPUTY DIAZ'S general personnel file.

i. The Letter of Imposition dated July 9, 2019 shall be rescinded and removed from DEPUTY DIAZ'S general personnel file.

ii. DEPUTY DIAZ will receive no back pay, no benefits, and no financial or other consideration as a result of entering into and/or executing this AGREEMENT. The sole consideration to be received by DEPUTY DIAZ is the COUNTY'S willingness to convert DEPUTY DIAZ'S discharge to a resignation effective July 8, 2019.

iii. The COUNTY'S PRMS index will state, "Founded, Resigned" under Internal Affairs Bureau ("IAB") Investigation No. IV2436989.

iv. DEPUTY DIAZ agrees, understands, and acknowledges he will not receive a Sheriff's Department retirement credential; retirement card or a Sheriff's Department retirement credential or badge.

b. **Waiver of Right to Appeal Discipline.** In addition to the release of liability and waiver of claims indicated below, by virtue of his execution of this AGREEMENT, DEPUTY DIAZ acknowledges and agrees that he waives his right to appeal, litigate or otherwise challenge, in any forum whatsoever, IAB investigation No. IV2436989, the Letter of Intent dated April 24, 2019, the Letter of Imposition dated July 9, 2019 and/or any right to a civil service hearing. DEPUTY DIAZ agrees and acknowledges that this waiver is a voluntary act, that there was no coercion in such regard by the COUNTY and that he has fully discussed with his counsel the impact upon his accepting the terms of this AGREEMENT.

c. **Waiver of Name-Clearing Hearing.** Although there is no admission by the COUNTY that the circumstances relating to the discipline of DEPUTY DIAZ necessitate the provision to DEPUTY DIAZ of what is commonly described as a "name-clearing" or "liberty-interest" hearing as those terms are set forth in <u>Lubey v. City and County of San Francisco</u> (1979) 98 Cal.App.3d 340 and its progeny, the parties hereby agree that DEPUTY DIAZ waives any claim seeking provision of or entitlement to a "name-clearing" or "liberty-interest" hearing.

5. **Consideration.** The PARTIES agree that, in consideration of DEPUTY DIAZ'S promises as set forth in this AGREEMENT, the COUNTY and DEPUTY DIAZ will perform the following acts on or after the effective date of this AGREEMENT.

6. **Disclosure of Agreement and Prior Discipline Letters.** This AGREEMENT, the Letter of Intent dated April 24, 2019, the Letter of Imposition dated July 9, 2019, and IAB No. IV2436989, shall not be released by the COUNTY, except in response to a Court Order, upon the written authorization of DEPUTY DIAZ, or as otherwise provided bellows:

a. Pursuant to a motion for production of personnel records pursuant to Evidence Code Sections 1040-1045, <u>Brady v. Maryland</u> and/or its progeny, or pursuant to a Public Records Act demand, subpoena or other process served in the course of administrative, civil or criminal proceedings. The COUNTY reserves the right to oppose any such demand to the extent mandated by law, but it shall have no duty to quash or otherwise oppose any such discovery demand.

b. During defense by the COUNTY of any other proceeding or claim brought by DEPUTY DIAZ (whether administrative, quasi-civil, civil or criminal) to which the COUNTY is either a party or a real party in interest, whether or not the bringing of said proceeding is violative of this AGREEMENT, or in any administrative, quasi-civil, civil or criminal case where DEPUTY DIAZ testifies or is designated as a potential witness on behalf of any party where the COUNTY, is also a party (whether or not such act(s) are violative of this AGREEMENT). In the course of any such defense or prosecution, there shall be no prohibition upon use by the COUNTY of the content of the general personnel file and/or other files as a defense to the proceeding(s) and/or in opposition to DEPUTY DIAZ'S participation and/or to impeach or otherwise counter his testimony, and no discovery procedures shall be required as a condition precedent to such use by the COUNTY.

7. **DEPUTY DIAZ'S Release of All Claims and Potential Claims.** DEPUTY DIAZ, on behalf of himself, his next of kin, his heirs, successors, and assigns, specifically releases all present claims and potential claims against the COUNTY, its Special Districts, elected and appointed officers, employees, agents, successors and assigns. DEPUTY DIAZ represents that he has not filed any lawsuits, complaints, claims, applications, or charges against COUNTY, or any related person or corporation or against any of its or their past or present officers, director, governing bodies, employees, agents, predecessors, attorneys, division, affiliates, representatives, successors in interest and assigns and/or all persons acting by, through, under, or in concern with any of them, with any state or federal court, or local, state or federal agency, or administrative or quasi-administrative tribunal or person, based on any events occurring prior to the date of execution of this AGREEMENT.

DEPUTY DIAZ specifically agrees that, in exchange for the consideration provided herein, he shall not in the future file, participate in, instigate, or encourage the filing of any lawsuits, complaints, charges, or any other proceedings in any state or federal court or before any local, state or federal agency, administrative tribunal, quasi-administrative tribunal or person, claims that COUNTY has violated any local, state or federal laws, statutes, ordinances, or regulations, or claiming the COUNTY has engaged in any tortious misconduct of any kind, based upon any events occurring prior to the date of execution of this AGREEMENT. DEPUTY DIAZ further agrees that immediately upon executing this AGREEMENT, he will withdraw in writing and cause to be dismissed with prejudice in its entirety and any and all lawsuits, complaints, charges, or claims against COUNTY regardless of whether they are specifically referred to herein.

In addition to the various general releases of liability and agreements to dismiss and/or forego any lawsuits, complaints, charges, or claims against the COUNTY, DEPUTY DIAZ understands and agrees that he is waiving any rights he has, may have had, or may have, to pursue any and all remedies available to him under any

employment-related cause of action against the COUNTY, including without limitation, any claims for discrimination, harassment, and/or retaliation, claims under the Ralph M. Brown Act (Gov. Code, §§ 54950, et seq.), the Fair Employment and Housing Act (Gov. Code, §§ 12900, et seq.), the California Family Rights Act (Gov. Code, § 12945.2), the Unruh and George Civil Right Acts (Civ. Code, §§ 51, et seq., all provisions of the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e et seq.), Public Safety Officers Procedural Bill of Rights Act (Gov. Code §§ 3300 et seq.), the Age Discrimination Act in Employment Act (29 U.S.C. § 621, et seq.), the Equal Pay Act (29 U.S.C. § 206(d)), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), the Family and Medical Leave Act (29 U.S.C. § 2601, et seq.), the Employment Retirement Income Security Act of 1974 (29 U.S.C. § 1001, et seq.), Section s 1981-88 of Title 42 of the United States Code (48 U.S.C. § 1981, et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), claims of retaliation or whistle-blowing (including but not limited to California Labor Code § 1102.5, et seq. and Government Code § 12653), claims for breach of any type of contract, including written, oral, or implied, breach of any covenant, promise or representation pertaining to DEPUTY DIAZ'S employment, whether expressed or implied, and all other claims arising in contract, tort. or equity or under any other statute, federal, state, or local statute arising prior to the date of execution of this AGREEMENT, all of which are waived. It is specifically acknowledged by the PARTIES to this AGREEMENT, that the provisions of this AGREEMENT are confined to the PARTIES only and are intended to definitely resolve all disputes between the COUNTY and DEPUTY DIAZ and between DEPUTY DIAZ and any and all present or former COUNTY employees and has no evidentiary impact on administrative/civil proceedings that may be brought by the COUNTY against present or former COUNTY employees.

This AGREEMENT does not limit DEPUTY DIAZ'S ability to bring an administrative charge with an administrative agency other than the Civil Service Commission, but DEPUTY DIAZ expressly waives and releases any right to recover any type of personal relief from the COUNTY, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by DEPUTY DIAZ or on DEPUTY DIAZ'S behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this AGREEMENT prohibits DEPUTY DIAZ from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. DEPUTY DIAZ does not need prior authorization of the COUNTY to make any such

reports or disclosures and is not required to notify the COUNTY that he has made such reports or disclosures.

This Agreement is not intended to limit DEPUTY DIAZ'S ability to participate in and/or file any lawsuits, complaints, charges, or claims against the COUNTY related to workers' compensation injury benefits under California Workers' compensation laws.

DEPUTY DIAZ ACKNOWLEDGES BY HIS SIGNATURE THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

8. **Release of Unknown Claims.** For the purpose of implementing a full and complete release and discharge of the COUNTY, DEPUTY DIAZ expressly acknowledges that this AGREEMENT is also intended to include in its effect, without limitation, all claims which DEPUTY DIAZ does not know of or expect to exist in his favor at the time of the execution hereof, and DEPUTY DIAZ agrees that this AGREEMENT contemplates the extinguishment of any such claim, or claims.

In addition, DEPUTY DIAZ expressly waives and relinquishes all rights and benefits afforded by California Civil Code section 1542 and does so understand and acknowledge the significance and consequences of such specific waiver of said provisions of law. Civil Code section 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT.

9. **Each Party to Bear Own Fees and Costs.** Each party shall bear its/his own costs, expenses and attorneys' fees incurred in connection with the administrative and/or legal proceedings resulting in this AGREEMENT, or in connection with any other claims made or investigated by either party against the other in any forum (civil, criminal, administrative or quasi-administrative), and each of the parties hereto expressly waives any claim for recovery of any such costs, expenses or attorneys' fees from the other party. Attorneys for all parties to this AGREEMENT do likewise expressly waive any claim for recovery of costs, expenses and/or attorney's fees from the party(ies) and/or from any source whatsoever.



10. **Covenant to Effectuate Agreement.** Each party hereto agrees to execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this AGREEMENT.

11. **No Other Terms.** This AGREEMENT contains all of the terms and conditions agreed upon by the PARTIES hereto regarding the subject matter of this AGREEMENT. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this AGREEMENT, not expressly set forth in this AGREEMENT, are of no force or effect.

12. **Waiver of Terms of Agreement.** No waiver by any party of any breach of any term or provision of this AGREEMENT shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

13. **Interpretation.** This AGREEMENT has been jointly negotiated and drafted by counsel for the PARTIES. The language in this AGREEMENT shall be construed as a whole according to its fair meaning and not strictly for or against any of the PARTIES. The PARTIES also agree and understand that should any provision of this AGREEMENT be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be part of this AGREEMENT. The PARTIES further agree that this AGREEMENT was negotiated and executed in the State of California and shall be interpreted under the procedural and substantive laws of California as existing as of the date of execution, without regard to principles of conflict of laws.

14. **Consultation with Counsel.** Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of this AGREEMENT, and that he or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this AGREEMENT. The PARTIES affirm that, prior to execution of this AGREEMENT, they have consulted with counsel of their choice concerning the terms and conditions set forth herein, and that they agree to the terms and conditions.

15. **Execution of Agreement.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the AGREEMENT, including signatures, shall be deemed to constitute sufficient evidence of the AGREEMENT having been executed.

16. **Effective Date of Agreement.** The date of the last signature placed hereon shall hereinafter be known as the "date of execution" of this AGREEMENT. The "effective date" of this AGREEMENT shall be the same date as the "date of execution" of this AGREEMENT unless this AGREEMENT contains a waiver of claims under the Age Discrimination in Employment Act of 1967 ("ADEA"; 29 U.S.C. §§ 621-634) and/or Older Workers Benefit Protection Act ("OWBPA"; 29 U.S.C. §§ 626, et seq.), and in such a case the "effective date" shall when all parties have signed the AGREEMENT and the seven (7) day revocation period has expired.

17. **Enforcement.** The PARTIES agree that any and all disputes regarding this AGREEMENT shall be brought in the Superior Court of the State of California, Los Angeles County. In any action brought to enforce any provision of this AGREEMENT, each side shall bear their own costs and attorney's fees.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE BY DEPUTY DIAZ OF ALL KNOWN OR UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed the SETTLEMENT AGREEMENT AND GENERAL RELEASE.

JASON DIAZ, #[redacted] — Date: 7/22/19

FOR THE DEPARTMENT

JAMES J. HELLMOLD, CHIEF
SPECIAL OPERATIONS DIVISION — Date: 7/23/19

APPROVED AS TO FORM:

SHERRY LAWRENCE, ATTORNEY
COUNSEL FOR DEPUTY DIAZ — Date: 7/23/19



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

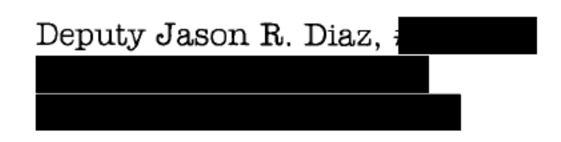
HALL OF JUSTICE



ALEX VILLANUEVA, SHERIFF

July 9, 2019

Date of Department Hire 05/01/2003

Deputy Jason R. Diaz, [redacted]

[redacted]

Dear Deputy Diaz:

LETTER OF IMPOSITION

On April 24, 2019, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under IAB File Number IV 2436989. You were also advised of your right to review the material on which the discipline was based.

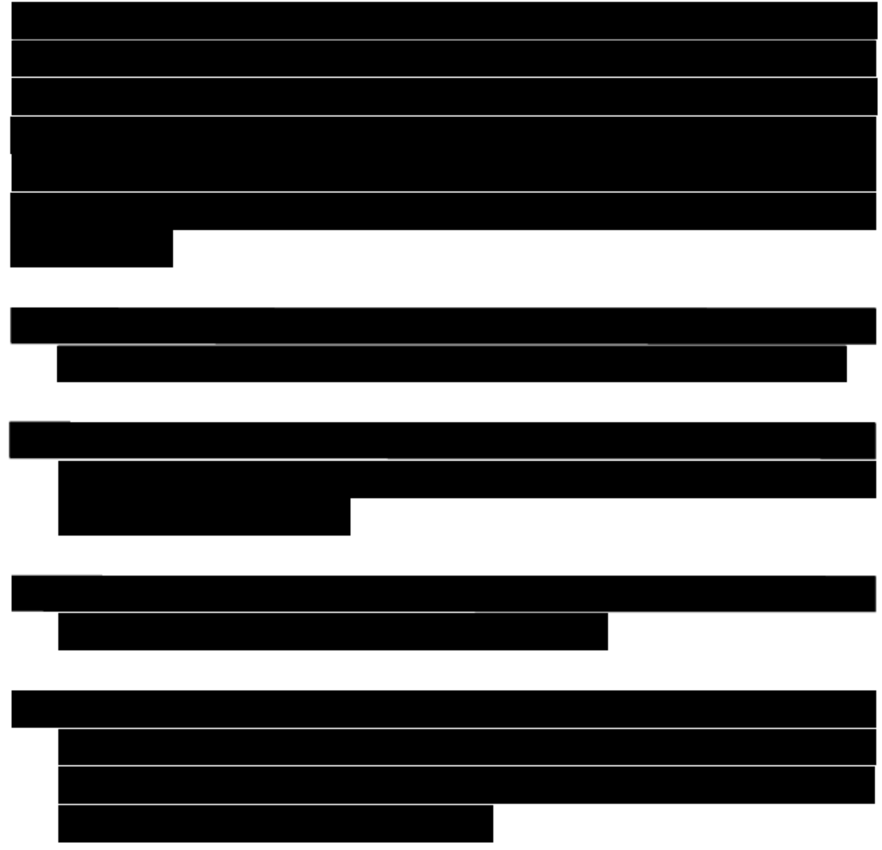
You did exercise your right to respond. However, after review and consideration of the response submitted to support your position, it has been determined that the recommended discipline is appropriate.

You are hereby notified that you are discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on July 8, 2019.

An investigation under IAB File Number IV 2436989, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. [redacted]

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012



[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

2. [redacted]

[redacted]

3. That in violation of Manual of Policy and Procedures Sections 3-01/040.69, Honesty Policy; and/or 3-01/040.70, Dishonesty/False Statements; and/or 3-01/040.75 Dishonesty/Failure to Make Statements, and/or Making False Statements During Departmental Internal Investigations, on or about December 17, 2018, you provided false, and/or misleading, and/or incomplete statements during your recorded interview; as evidenced, but not limited to:

   a. stating "No, no, no, no, no, no." when asked if you intended to punch [redacted] on September 30, 2017; and/or,

   b. telling San Bernardino County Sheriff's Department deputies on September 30, 2017, that you and your wife only had a verbal argument; which is different from what you told Internal Affairs Bureau Investigators on October 17, 2017, when you said that there was physical contact between you and [redacted] but your actions were unintentional.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You may appeal the Department's action in this matter pursuant to Rules 4.02, 4.05 and 18.02 of the Civil Service Rules.

You may, if you so desire, within fifteen (15) business days from the date of service of this notice of discharge, request a hearing on these charges before the Los Angeles County Civil Service Commission, 500 W. Temple Street, Room 522, Los Angeles, California 90012.

If you have any questions, you may contact [redacted], of Internal Affairs Bureau, at [redacted].

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

ALEX VILLANUEVA, SHERIFF

JAMES J. HELLMOLD, CHIEF
SPECIAL OPERATIONS DIVISION

JJH:PC:pc
(Professional Standards Division – Internal Affairs Bureau)

IAB FILE NO. IV 2436989

Attachments

c: James J. Hellmold, Chief, Special Operations Division
John M. McBride, Captain, Personnel Administration Bureau/Department Personnel File
Edward C. Wells, Captain, Metrolink Bureau/Unit Personnel File
Doreen Garcia, Administrative Services Manager III, Pay, Leaves, and Records Units
Patty Choe, Operations Assistant I, Internal Affairs Bureau
Vince Vasquez, Operations Assistant I, Advocacy Unit